

Fort Madison

PPME #2003 (Public Works)

7/1/2006 6/30/2008

FORT MADISON / PPME # 2003 (PUBLIC WORKS) 06-08

AGREEMENT

BETWEEN

CITY OF FORT MADISON, IOWA

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

LOCAL 2003

INTERNATIONAL UNION OF

PAINTERS AND ALLIED TRADES

PUBLIC WORKS DEPARTMENT

JULY 1, 2006

TO

JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Fort Madison, Iowa, hereinafter called "Employer" and Public Professional and Maintenance Employees Local 2003, International Union of Painters and Allied Trades, hereafter called "Union".

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the City of Fort Madison, Iowa, in the following bargaining unit pursuant to Order of Certification dated March 13, 1980 in PERB Case No. 1603, as amended, to-wit:

INCLUDED: All employees in the City of Fort Madison street maintenance division, sewer division, paving marking and signs division, vehicular maintenance division, and solid waste division, including all machine operators, drivers, laborers, mechanics and maintenance personnel.

EXCLUDED: City Engineer, operations supervisor, confidential secretary, sewer division supervisor, street maintenance division supervisor, paving marking and signs division supervisor, vehicular maintenance division supervisor, solid waste division supervisor, and all others excluded by Section 4 of the Act.

ARTICLE 2

INTENT AND PURPOSE

Section 1. The Employer, the Union, and the employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, in order to assure the effective and efficient operation of the City.

ARTICLE 3

DEFINITIONS

Section 1. A part-time employee is a person who is hired for a period of thirty (30) hours per week, or less.

Section 2. A temporary employee is one who is hired for a period of one hundred fifty (150) days, or less.

Section 3. Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement and shall not become regular employees unless first hired as a permanent employee and successfully completes six (6) months of continuous service from the date of hire.

Section 4. A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period, or purpose.

Section 5. A probationary employee is one who has not completed six (6) months of continuous service with the Employer. During the probationary period, such employee may be discharged by the Employer without cause and no grievance shall be filed concerning such termination.

Section 6. A regular employee is an employee other than a temporary employee or part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 8. The word “Act” shall mean the Iowa Public employment Relations Act, as it may be amended from time to time.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer’s operations and to direct the working force;
- b) the right to hire employees’
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer’s operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees’
- i) the right to discipline;
- j) the right to suspend and discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement, provided that the right to suspend or discharge for proper cause is a grievable matter.

ARTICLE 5

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for

continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity, which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

ARTICLE 6

WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work

Section 5. In the event of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7

DUES CHECKOFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a

written authorization therefore. The deductions will be for monthly Union dues in the amount directed by the Business Manager of the Union. The Employer shall transmit the total monthly deduction for dues to the office designated by the Union no later than fifteen (15) days after the money has been withheld accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld, noting any addition or deletion from the previous month with a notation as to the reason for the deletion.

Section 2. The Employer may agree, upon appropriate written authorization from an employee, to make deductions for other purposes as conditions permit. The Employer will make deductions in the amount certified in such authorization, and will remit said deducted sum to the payee designated by the employee.

Section 3. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and the Union and shall automatically be cancelled upon termination of employment.

Section 4. The Union and the employee agree to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this article. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues or other deductions on behalf of the employee.

ARTICLE 8

SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

Section 2. The Union shall be furnished with a seniority list by separate department of all employees covered by this Agreement within thirty (30) days of July 1 of each year. The same list will be posted on all bulletin boards in that department.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; fails to report to work within fourteen (14) calendar days after written notice of recall is mailed by United States certified mail with return receipt requested to the employee's last advised address; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is absent from work for two (2) workdays without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly proves that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday at the completion of a leave of absence or a vacation; engages in other work for pay while on leave of absence; or gives a false reason for obtaining leave of absence, all subject to appeal to the Department Head.

Section 4. All permanent openings of employment that pertain to and are covered by this Agreement shall be posted on the bulletin boards the Public Works Departments for a period of five (5) working days, during which time present employees applying for such openings will be given exclusive consideration. In determining the successful applicant qualifications shall be the primary consideration. Where qualifications are equal the employee with the greatest bargaining unit seniority from either list shall be awarded the position. If no present employee meets these criteria, applicants outside the bargaining unit who meet these criteria may be considered after notification of the decision to the unsuccessful bargaining unit applicants.

Section 5. If the Employer determines during the first one hundred eighty (180) days after filling a permanent opening that the present employee selected is unsuitable for the new job, the Employer may, without cause being given, reassign the employee to the employee's previous job. The permanent opening thus created must again be filled according to Section 4 above.

Section 6. A present employee who is selected to fill a permanent opening shall be ineligible to request consideration for another permanent opening until the ninety (90) day probationary period has been completed on the opening.

ARTICLE 9

PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the Employer determines that employees must be laid off, the employee with the least seniority in the affected classification and seniority list shall be the first removed. Temporary, part-time and probationary employees performing duties within the job classification, from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

Section 2. The Employer agrees, insofar as is possible, to give at least five (5) working days' notice of all reductions in force and general lay-offs except where the work stoppage is caused by events beyond the control of the Employer.

Section 3. Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification and department from which employees had been laid off until all employees laid off from that classification and department have been given notice of recall.

Section 4. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Section 5. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date.

Section 6. An employee who has been laid off shall have the right to bump within two (2) working days any employee on either seniority list with less seniority who does not have a higher rated job, provided that the senior employee has the skill and ability to perform the available work without further training. An employee who exercises the right to bump shall be paid the same wages as the employee bumped. After an employee has bumped, the Employer may, without cause being given, return the employee to the status of being laid off, if the Employer determines during the first ninety (90) days that the employee is unsuitable for the new job. The employee who was bumped shall be allowed to return to the employee's previous job.

Section 7. An employee who has been bumped will have the right to bump a less senior employee in accordance with the procedure set out for an employee who has been laid off.

ARTICLE 10

HOURS OF WORK

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week.

Section 2. The normal workweek shall consist of forty (40) hours per week, exclusive of unpaid lunch periods. A workweek shall commence at Midnight Sunday and end at Midnight the following Sunday.

Section 3. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is understood and agreed that the Employer shall have the right in its determination of the daily work and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer. Except in cases of emergency, the Employer shall give the employee five (5) days notice of any change in the normal daily and weekly work schedules.

Section 4. Those employees required to attend school or to travel whom exceed the eight (8) regular hours in one day in order to attend such schooling or to travel shall be compensated at the rate of time and a half per hour for those hours exceeding eight (8) hours.

ARTICLE 11

OVERTIME

A. OVERTIME

Section 1. All hours worked or earned in excess of eight (8) hours per day or in excess of forty (40) hours during the workweek shall be paid for at the rate of one and one-half (1 ½) times the employee's regular hourly rate; provided that any employee assigned to a four (4) ten (10) hour day schedule shall be paid overtime for work performed in excess of ten (10) hours per day.

When an employee is on some type of a paid leave, the hours when the employee is paid for not working shall be considered as hours worked for computing overtime under this Section.

Section 2. All overtime work shall be determined and must be authorized by the Employer. A part-time or temporary employee shall not be given the opportunity to earn overtime before a regular or probationary employee is given this opportunity, provided, that this limitation shall not apply in the event the overtime work requires expertise that is not available from the regular or probationary employees.

Section 3. Overtime shall not be used to punish or reward employees and the Employer shall not pay twice for overtime nor shall the same be pyramided.

Section 4. All employees shall be required to work such overtime, as the Employer requires.

Section 5. Overtime opportunities shall be distributed as equally as possible among regular and probationary full-time employees through a rotation list based upon seniority beginning with the most senior employee.

The Employer may pass over employees in the rotation of the list if the overtime work requires expertise that is not available from preceding employees on the list.

Non-emergency overtime will first be offered on a voluntary basis to all employees before any employee is forced to work overtime. An employee may elect, in writing, to not be offered voluntary overtime and will not be called until such time as the employee submits in writing a request to be considered.

B. Call-Back-Time

Section 1. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours' pay at the employee's overtime rate, unless such call-back is one (1) hour or less prior to the employee's regular shift. The minimum does not apply when an employee is ordered to work beyond the employee's regular shift. A callback shall be one continuous period of work and all hours of work shall be paid at the overtime rate.

ARTICLE 12

HOLIDAYS

Section 1. The following days are designated as holidays, to wit: New Year's Day, President's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, and any additional holiday or day of extraordinary circumstances which may be so designated in writing by the City Council.

Section 2. The Employer shall designate the day on which the holiday is to be observed. If the holiday falls on a Sunday, the following day shall be considered as the holiday.

Section 3. In order to be eligible for receiving holiday pay an employee must have been in the employ of Employer for a period of six (6) months of continuous employment and, unless excused, must report for work at the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 4. An eligible employee who performs no work on a holiday shall be paid the employee's regular rate of pay.

Section 5. An eligible employee who works on a designated holiday shall be paid in addition to the employee's "holiday pay" an amount equal to one and one-half (1 1/2) times the employee's regular pay for the actual hours the employee is required to work.

Section 6. If a holiday occurs during an eligible employee's vacation period, then the number of days counted against vacation shall be decreased by the number of holidays occurring during the vacation period.

ARTICLE 13

VACATIONS

Section 1. Subject to and in accordance with the provision of this Article, paid vacation shall be earned by employees after continuous service pursuant to the following schedule:

- a) During the first through fourth year of employment, eighty (80) hours.
- b) During the fifth through twelfth year of employment, one hundred twenty (120) hours.
- c) During the thirteenth through nineteenth year of employment, one hundred sixty (160) hours.
- d) During the twentieth and every year thereafter, two hundred (200) hours.

Vacation will be earned on a bi-weekly basis, one-twenty sixth (1/26) of the vacation being earned each bi-weekly payroll period except that no vacation will be granted or paid during the first year of employment until the employee has completed the entire year's service.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the Employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date. Accordingly;

- a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that the Employer may allow not to exceed two (2) weeks of vacation to be carried over to the next year. This permission shall be in writing and shall be inserted in the employee's personnel file.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) An employee who terminates employment shall receive any vacation earned for the years prior to the employee's last anniversary date and not previously taken; an employee who voluntarily terminates giving two (2) weeks' notice to the Employer, dies or retires, shall receive any vacation earned during the employee's current anniversary year and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer and is submitted in writing by the employee and approved by the employee's supervisor. The employee shall submit the request by 7:00 AM one (1) workday before the time off requested. Vacation shall be approved on a first come-first served basis. Approved vacation shall not be changed, except for an emergency that requires a department wide call-in.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE 14

LEAVES OF ABSENCE

A. Sick Leave

Section 1. Sick leave shall be used for disabling or confining personal illness or injury, which prevent an employee from working, and for medical and dental appointments, which cannot be scheduled outside the employees working hours, subject to the provisions, set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

Section 2. Each employee shall be granted fourteen (14) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one thousand one hundred sixty (1,160) working hours. A probationary employee will not be allowed to use sick leave benefits until the probationary period is successfully completed, at which time the employee will be credited with any leave earned during said probationary period.

Section 3. On the first three (3) occasions during the contract year when the employee is absent for personal illness or injury, sick leave will be paid beginning with the first day of said absence. Thereafter, the first day of absence for personal illness or injury will be an unpaid sick leave day, unless the person is hospitalized on the first day, in which case the first day will be paid.

Section 4. Each absence due to paid or unpaid sick leave shall be explained by a written statement signed by the employee, unless a physician's statement has been submitted for such absence.

An employee with more than three years of seniority may use unpaid sick leave on four occasions during the contract year without submitting to the Employer a statement signed by a physician and obtained at the employee's expense that the employee was unable to work. An employee with less than three years of seniority may use unpaid sick leave on only two occasions during the contract year without submitting such a statement obtained at the employee's expense.

On all other occasions, the statement must be obtained by the employee at the employee's expense and submitted to the Employer before the employee is allowed to return to work.

After any employee has used eight (8) days of paid sick leave during a contract year, the employee must obtain such a statement at the employee's expense and submit it to the Employer on such additional occasion when sick leave (paid or unpaid) is used during that contract year.

Only one such statement need be obtained for any one occasion of using sick leave, provided that

the statement covers the entire period of absence.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the start time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 6. No employee is entitled to compensation for unused sick leave time. However, eight (8) hours of compensatory time off will be earned at the end of each calendar quarter during which no sick leave was used up to a maximum accumulation of thirty-two (32) hours of compensatory time off. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 7. An employee who is injured while performing assigned duties and is entitled to benefits under the provisions of the Worker's Compensation Act, may elect to, in writing, use accrued sick leave in the amount necessary to offset the difference in pay between the Worker's Compensation payment and the employee's regular straight time take home pay for that period. Take home pay is defined as Gross pay for the period less FICA, IPERS, and Federal and State withholding deductions. In the event of an on the job injury or disability, the employee must report the same to the Employer immediately, and must cooperate with the Employer in providing relevant information pertaining to the occurrence.

Section 8. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.

Section 9. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

Section 10. An employee shall be paid all unused and accumulated sick leave up to two hundred (200) hours upon regular retirement if the employee has twenty (20) or more years of service. The value of the sick leave will be calculated by dividing the employee's average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiply this hourly rate by the number of hours, two hundred (200) maximum, standing to the employee's credit.

B. FUNERAL LEAVE

Section 1. In case of the death of a spouse or child or stepchild, any employee in the bargaining unit will be granted five (5) full days of paid leave, which may be taken at any time commencing with the death of the spouse or child.

Section 2. In the case of death in the immediate family, an employee who has had six (6) months of continuous employment will be granted not to exceed three (3) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. "Immediate Family" is defined as a parent (including a stepparent), or the spouse's parent or stepparent.

Section 3. In case of death in the family, an employee who has had six (6) months of continuous employment will be granted not to exceed two (2) full days of paid leave in order to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. "Family" is defined as grandparents, grandchild, sister, brother, brother-in-law and sister-in-law, and any other relative living in the employee's household.

Section 4. In the event that an employee requires additional time off from work in order to attend the funeral, the employee may with the written approval of the Employer, be given additional time off from work without pay so that the total amount of paid leave and unpaid leave does not exceed a total of five (5) working days.

C. JURY DUTY

Section 1. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time employee spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall not be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. If an employee is called for jury duty, the employee shall promptly notify employees immediate supervisor of this fact by giving the supervisor a copy of the summons.

D. MILITARY LEAVE

Section 1. All employees, other than employees employed temporarily for six (6) months or less, whom are members of the national guard, organized reserves or any component part of the military, naval, or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiently rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

E. LEAVE OF ABSENCE WITHOUT PAY

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, said employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days. The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding thirty (30) days.

F. PERSONAL DAY

Section 1. An employee shall be entitled to two (2) working days off to be used at any time during the contract year, provided that the employee must request the day(s) off and obtain permission of the supervisor at least one (1) working day before the day(s) off requested. This one (1) day requirement shall

be waived in an emergency or unforeseeable situation of the employee. Personal days cannot be carried over beyond the contract year.

Section 2. In the event that an emergency situation requires an employee to be absent from his/her regularly scheduled work and having no personal leave available, the employee shall be able to substitute other forms of paid leave as personal leave, for a maximum of eight (8) hours during the contract year.

G. FAMILY AND MEDICAL LEAVE

Section 1. Pursuant to the Family and Medical Leave Act of 1993 and corresponding federal regulations, the City will offer family and medical leave as provided in this policy.

Section 2. An eligible employee will be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period, subject to the provisions of this policy, for the birth of a child; the placement of a child with the employee for adoption or foster care; the care of a child, spouse or parent with a serious health condition; or the employee's own serious health condition that makes the employee unable to perform the functions of his or her own position.

Section 3. In order to be eligible for family and medical leave, the employee must have worked for the City for a total of at least twelve (12) months and for at least 1,250 hours during the year preceding the start of the leave.

Section 4. In order for the leave to be granted, the employee is required to give his/her supervisor at least 30 days prior written notice in those cases in which the need for the leave is foreseeable. In other instances, the employee must give verbal notice to his/her supervisor as soon as practicable.

Section 5. In order for family and medical leave to be granted for the care of a spouse, child or parent with a serious health condition, or because of the employee's own serious health condition, the employee must first furnish the City with a medical certification from the appropriate health care provider. In the event of the serious health condition of a family member, the certification shall state that the employee is needed to care for the seriously ill family member. In the event of the employee's serious health condition, such certification should state that the employee is unable to perform the functions of his/her position. Employees must provide the certification within 15 days, unless it is not practicable to do so under the circumstances. The City may, at its expense, obtain further medical opinions if it doubts the validity of the certification provided by the employee. The City may also request re-certification provided by the employee. The City may also request re-certification at reasonable intervals.

Section 6. For purposes of family and medical leave determinations, "serious health condition" means an illness, impairment, or physical or mental condition involving inpatient care or continuing treatment by a health care provider.

Section 7. For purposes of family and medical leave determinations, the twelve (12) month period for any employee will be measured forward from the date the employee's first family and medical leave begins.

Section 8. The City will require that the employee substitute all personal days, all vacation leave and all compensatory time that the employee has standing to his/her credit for as much of the twelve (12) week leave as these other forms of leave will cover.

Section 9. An employee requesting leave because of the birth of a child placement of a child for adoption or foster care may request that the leave be taken intermittently or by working a reduced work week. If such leave is foreseeable, the employee is required to try to schedule the leave so as not to unduly disrupt the City's operations and the City may place the employee in an alternative position which better accommodates intermittent leave. If the employee is transferred to an alternative position, the employee's pay and benefits will not be affected.

Section 10. An employee taking unpaid family medical leave is entitled to return to the position he/she held when the leave began, or to return to an equivalent position, with equivalent pay and benefits. However, seniority and other employment benefits do not accrue during the unpaid leave. Seniority and other employment benefits will accrue during the paid leave.

Section 11. The City will maintain group medical insurance coverage for the employee during the leave at the level and under the same conditions as coverage would have been provided had the employee continued in the position. Employees, who would be required to pay medical insurance premiums under this section, will be required to make such payments by the first of the month during which the insurance is to be effective. Insurance coverage will be cancelled if the employee fails to pay the premium by the required date. Should the employee fail to return from leave, the City will seek to recover the premium paid for maintaining the employee's coverage as provided by the Family and Medical Leave Act of 1993 and corresponding regulations.

ARTICLE 15

HEALTH AND SAFETY

Section 1. The Union and the employee will extend their complete cooperation to the Employer in maintaining Employer policies, rules, and regulations as to health and safety.

Section 2. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 3. The Employer will pay not to exceed One Hundred Fifty Dollars (\$150.00) per each twelve (12) months toward the purchase of ANSI Class 75 approved safety shoes. This account may accumulate up to a maximum of three hundred dollars (\$300.00) per each twenty-four months. These shoes must comply with the most recent addition of the City of Fort Madison Safety Manual.

Section 4. The Employer will furnish non-prescription safety glasses. The Employer will furnish prescription safety glasses but the Employer will not pay for the examination.

Section 5. The Employer will furnish each employee with a raincoat and boots. It will be the employee's responsibility to maintain the raincoat and boots and to return the same to the Employer at the termination of employment.

Section 6. The Employer will furnish a water container for each of the sanitation trucks.

Section 7. Each employee that is required to have a chauffeurs license shall be reimbursed for the difference between the cost of a regular passenger car license and a chauffeur's license after submitting a receipt for same to the Department Head.

Section 8. The Employer shall furnish, twice per year, each employee with leather gloves for City work. Gloves shall be adequate for seasonal changes. After the first issue of these gloves, a pair must be turned in to receive a new pair.

Section 9. The Employer shall maintain all motor vehicles and other equipment furnished by the Employer in good working condition and in accordance with applicable safety standards as set forth in the City of Fort Madison Employee Safety Manual and Behavior and Rules, Revised April 2003 edition.

ARTICLE 16

INSURANCE

A. MEDICAL AND HOSPITAL INSURANCE

Section 1. The Employer shall provide a group health and accident insurance policy for each full-time employee and his or her family dependents consistent with the Wellmark BC/BS Alliance Select PPO which shall provide a \$400.00 single and a \$800.00 family deductible, maximum out-of-pocket single of \$800.00, maximum out-of-pocket family of \$1600.00, 10% of co-insurance within the provider network and 20% co-insurance outside of the network, a drug card of \$10/\$20/\$30 co-pay and a one million dollar (\$1,000,000) lifetime coverage. Prior to any change in the policy or in the carrier, the Employer agrees to meet and confer with the Union.

Section 2. The Employer shall pay 100% of the single coverage premium. An employee may elect coverage for family or dependents, in which case the employee will pay forty dollars (\$40.00) per month of the family premium and the Employer will pay the balance of the monthly family premium.

B. LIFE INSURANCE

Section 1. The Employer shall, at no cost to the Employee, maintain a life insurance policy for each employee in the face amount of Ten Thousand Dollars (\$10,000) together with an additional Ten Thousand Dollars (\$10,000) in the event of accidental death not covered by workers' compensation.

Section 2. The employee will commence to be covered at such time as may be stated in the policy and will continue to be covered in accordance with the terms of the policy.

C. DENTAL INSURANCE

Section 1. The Employer will offer to the employees, at their expense, the option of purchasing single and/or family dental insurance.

ARTICLE 17

JOB CLASSIFICATION

Section 1. If an employee is requested to work in a higher rated job classification, with the majority of the day devoted toward the higher rated job classification, the employee shall receive the hourly rate for the higher rated job classification at their regular pay grade (1-3). The employee shall be returned to the employee's regular rate of pay upon completion of the temporary assignment. Once payroll time cards are signed by the employee and supervisor, no change shall be made unless appealed to the Department Head.

Section 2. There shall be a training period following the promotion of an employee from a lower to a higher classification. The training period shall be ninety (90) days, and during such time, the Employer may return such employee to the position the employee held immediately prior to promotion, if in the Employer's opinion, the employee has not performed satisfactorily in the higher job classification to which the employee had been promoted. An employee in a training period may be discharged only for just cause, unless such employee is also in the employee's probationary period.

Section 3. All current job descriptions shall be posted in the workplace, and any changes in those descriptions will be posted thirty (30) days in advance of their effective date.

Section 4. The Employer shall provide an air-conditioned break room for employee use at the City Maintenance Shop.

ARTICLE 18

SUPPLEMENTAL PAY

A. LONGEVITY

Section 1. Longevity shall be paid to employees who have worked for the Employer for continuous stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
5 years	\$50.00
10 years	\$60.00
15 years	\$70.00
20 years	\$80.00
25 years	\$90.00

Section 2. The above sum will be added to the paycheck of the affected employee commencing on the first payroll of the month following the date that the employee has completed the required years of continuous service.

B. UNIFORM ALLOWANCE

Section 1. The City shall pay \$235.00 per year per employee as an allowance for clothing in compliance with the dress code or as an allowance toward the rental or purchase by the employee of a uniform. All employees shall be required to wear a conventional shirt or T-shirt and full trousers.

Section 2. The uniform allowance will be paid by separate warrant in two equal installments of \$117.50 each along with the first bi-weekly paychecks in July and January.

C. LEADMAN

Section 1. The Employer may post for annual bid pursuant to Article 8, Leadman positions.

Section 2. The employee(s) awarded the Leadman position shall receive an additional fifty cents per hour for all hours worked when the non-bargaining unit supervisor is absent.

D. WINTER OUTER WEAR

Section 1. The City shall pay two hundred dollars (\$200.00) per year per employee as an allowance for winter outerwear.

ARTICLE 19

WAGES

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or employee's representative shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times. Time sheets shall accurately record the number of hours worked in a job classification.

Section 3. Employees shall be paid on every other Friday for the two (2) week period ending the previous Sunday

Section 4. All pay rate changes provided for by this agreement shall take effect on the first day of the pay period which is closest to the date of the event giving rise to the pay rate change.

Section 5. Any employee who obtains a Class A Commercial Drivers License shall have an additional ten cents (\$.10) added to the employee's regular hourly wage rate. Effective July 1, 2001 any employee who obtains a Class A Commercial Drivers License shall have twenty cents (\$.20) added to the employee's hourly wage rate. Employees who obtain a Class A license shall be reimbursed for the additional cost under the same conditions as Section 7 of Article 15.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1. Definition – General Rules:

a) The word "Grievance" where ever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provision of this Agreement.

b) If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

Section 2. Procedure – A grievance that may arise shall be processed and settled in the following manner:

a) Step 1. – The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar day period shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step 2. - If such grievance is not settled in Step 1 the aggrieved employee may appeal. The employee shall within five (5) calendar days following completion of Step 1, present the grievance in writing to the Department Head. The grievance shall contain a statement from the employee specifying the relief or remedy desired and shall be interpreted, applied or considered. The Department Head shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Department Head to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step 3. - If such grievance is not settled in Step 2, the grievied employee may appeal to the City Manager. The employee shall within five (5) calendar days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the employee specifying the relief or remedy desired and shall specify the specific section of this Agreement, which is to be interpreted, applied or considered. The City Manager and Department Head shall meet with the employee, the Union Business representative, and a Union Steward to review the grievance, and shall issue a decision in writing thereon within a period of ten (10) calendar days following such meeting. The failure of the City Manager to issue a written decision within said ten (10) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

d) Step 4. - In the event that the grievance remains unresolved after the completion of

Step 3, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) calendar days of its receipt of the Step 3 response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the employee shall within five (5) calendar days request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

An arbitrator selected pursuant to the above provision shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the employee.

The fees and expenses of the arbitrator will be paid equally by the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration herein shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript in which case the parties shall equally divide the cost of stenographic reporting and of the transcript.

Section 3. The Union shall have the right to be present and state its views at any and all stages of the grievance procedure.

ARTICLE 21

PERFORMANCE EVALUATION

Section 1. The Employer may administer a performance evaluation using a performance evaluation document mutually agreed to by the parties. If the performance evaluation document is mutually agreed to, a new employee shall be evaluated not later than the completion of the employee's probationary period. A permanent employee shall be evaluated annually, and the evaluation shall be completed by the employee's anniversary date and shall be discussed with the employee within two (2) weeks of the completion in a meeting between the employee and the immediate supervisor. The evaluation document shall contain ample space for the employee to write comments and the employee shall be given an opportunity to do so prior to the employee's signing the evaluation document. An employee who is dissatisfied with the results of the meeting with the immediate supervisor may request a meeting with the Department Head and the immediate supervisor to further review the evaluation. Disciplinary actions may include a record of performance evaluation results.

ARTICLE 22

GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. During the term of this Agreement, any portion of said Agreement or practice of the Employer, which affects a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

ARTICLE 23

EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2008.

Section 2. This Agreement shall continue in effect from year to year after June 30, 2008 unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by November 1 of the year prior to the time when modification is desired. The modification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

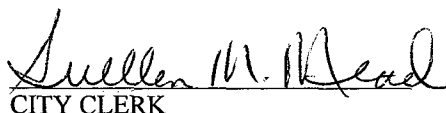
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 29 day of March, 2006.


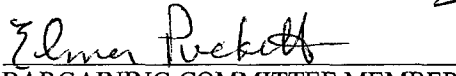
CITY OF FORT MADISON, IOWA


MAYOR

PUBLIC PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL 2003 INTERNATIONAL
UNION OF PAINTERS AND ALLIED
TRADES

ATTEST:


CITY CLERK

BY: 
BUSINESS REPRESENTATIVE
BY: 
BARGAINING COMMITTEE MEMBER

APPENDIX A
WAGE SCHEDULE
EFFECTIVE JULY 1, 2006

<u>Classification</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>
Laborer	\$13.08	\$13.74	\$14.19
Truck Driver	\$14.21	\$14.26	\$14.33
Machine Operator	\$14.43	\$14.63	\$14.83
Signs/Signal Technician	\$14.43	\$14.63	\$14.83
Sewer Technician	\$14.43	\$14.63	\$14.83
Mechanics Helper	\$14.93	\$15.05	\$15.16

EFFECTIVE JULY 1, 2007

<u>Classification</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>
Laborer	\$13.53	\$14.19	\$14.64
Truck Driver	\$14.66	\$14.71	\$14.78
Machine Operator	\$14.88	\$15.08	\$15.28
Signs/Signal Technician	\$14.88	\$15.08	\$15.28
Sewer Technician	\$14.88	\$15.08	\$15.28
Mechanics Helper	\$15.38	\$15.50	\$15.61

After six (6) months employment in Grade 1 and one (1) year employment in Grade 2, the employee shall be eligible to move to the next higher grade within that job classification if said movement is approved by the appropriate Department Head and the City Manager.